

LINEAR PARK EASEMENT ACQUISITION AND PARK FEE CREDIT AGREEMENT

THIS LINEAR PARK AGREEMENT ACQUISITION AND PARK FEE CREDIT AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (defined below), by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (the "City") and **THE OUTLOOK AT WINDHAVEN FOREFRONT LIVING**, a Texas nonprofit corporation (formerly known as Forefront Living Plano, Inc.) (the "Developer").

WHEREAS, the Developer is the owner of certain real property, located in the City of Plano, Collin County, Texas, more particularly described on Exhibit A attached hereto (the "Property"), which Property is proposed to be developed as a residential subdivision known as **THE OUTLOOK AT WINDHAVEN** (the "Subdivision"); and

WHEREAS, as a part of developing the Subdivision, the Developer has proposed to construct the linear park facilities (collectively, the "Linear Park Facilities"), more particularly described on: (i) the Opinion of Probable Cost, a copy of which is attached hereto as Exhibit C (the "Original Opinion of Probable Cost"), and (ii) the Concept Plan, a copy of which is attached hereto as Exhibit D (the "Original Concept Plan"), on a portion of the Property consisting of approximately 4.1080 acres, as more particularly described and/or shown on Exhibit B attached hereto (the "Linear Park Easement Area"), and to dedicate a perpetual easement to the City (the "Linear Park Easement") in, upon, under, over, across and along the Linear Park Easement Area for the use of the Linear Park Facilities and otherwise for general park purposes; and

WHEREAS, pursuant to Sections 16-262 and 16-265 of the City Code, a parks and recreation fee will be imposed by the City on the Developer at the time of the City's issuance of the building permit(s) for the multifamily development project(s) to be developed within the Subdivision (collectively, the "Park Fees"); and

WHEREAS, pursuant to Section 16-271 of the Code of Ordinances, City of Plano, Texas, as amended (the "City Code"), the City shall reimburse the Developer for the reasonable costs of the Linear Park Easement Area (the "Land Cost") that will be dedicated to and accepted by the City for park purposes, and/or for the reasonable costs of the Linear Park Facilities (the "Facility Cost") and together with the Land Cost, collectively, the "Park Costs") to be constructed by the Developer and accepted by the City, subject to the guidelines established by the City; and

WHEREAS, pursuant to Section 16-271 of the City Code, in lieu of the City reimbursing the Developer for the Park Costs, the Developer may elect to apply the entire amount of the Park Costs as a credit against the Park Fees that would otherwise be owed by the Developer at the time of the City's issuance of the building permit(s) for the multifamily development project(s) to be developed within the Subdivision; and

WHEREAS, the City has agreed to accept the dedication of the Linear Park Easement Area, rather than the dedication of a fee interest in the Linear Park Easement Area, in order to allow the Developer to retain the development benefits of being the fee owner of the underlying Property burdened by the Linear Park Easement and because of the City's great interest in acquiring the Linear Park Easement Area to connect the Linear Park Easement Area to an adjacent hike and bike trail; and

WHEREAS, the City has obtained an appraisal of the Linear Park Easement Area; and

WHEREAS, the Developer has elected to apply the Park Costs as a credit towards the Park Fees as permitted under Section 16-271 of the City Code; and

WHEREAS, the Park Costs are roughly equivalent to the value of the Park Fees, and the Developer is willing to waive reimbursement of any Park Costs in excess of the Park Fees, so long as the City agrees to accept the dedication of the Linear Park Easement Area rather than requiring the Developer to dedicate the Linear Park Easement Area to the City in fee; and

WHEREAS, the City and the Developer have entered into this Agreement to set forth the terms and conditions for the dedication of the Linear Park Easement Area in exchange for the waiver of the Park Fees.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.
EXCHANGE OF LINEAR PARK EASEMENT FOR CREDIT FOR PARK FEES

1.01. Exchange

The City will reimburse the Developer for the Park Costs by applying the entire amount of the Park Costs as a credit against the Park Fees imposed under Article XII, Chapter 16 of the City Code that would otherwise be due and payable by the Developer at the time of the City's issuance of the building permit(s) for the multifamily development project(s) to be developed within the Subdivision.

1.02. Dedication

Before the final plat subdividing the Property and creating the Subdivision (the "Final Plat") is reviewed by the City's Planning & Zoning Commission, (i) the Developer shall have completed construction of the Linear Park Facilities, and (ii) the City shall have accepted the dedication of the Linear Park Easement Area, each in accordance

with the terms of this Agreement. The Linear Park Easement Area will be dedicated by the Developer to the City by the Final Plat.

1.03. Fee Credit

The Park Fees that would otherwise be required to be imposed by the City on the Developer shall be calculated in accordance with Section 16-266(d) of the City Code on the date that the Developer applies for the building permit(s) for the multifamily development project(s) to be constructed within the Subdivision.

1.04. Design, Notice to Proceed, Construction, and Inspection of Facilities

- a. The Developer shall prepare a design for the Linear Park Facilities to be constructed within the Linear Park Easement Area (the "Design"). The Design must be approved by the City of Plano Parks and Recreation Director or his designee at 30% completion, 90% completion and 100% completion, and shall include substantially all of the items listed on the Original Opinion of Probable Cost attached hereto as Exhibit C and the Original Concept Plan attached hereto as Exhibit D. The Developer's construction of the Linear Park Facilities must be consistent with the City of Plano Standard Park and Trail Construction Details and Specifications, and must otherwise comply with the City's Subdivision Ordinance, the City Code, the City of Plano Park Master Plan, the Revised Opinion of Probable Cost (defined below), the Revised Concept Plan (defined below) and all other applicable laws (collectively, the "Applicable Requirements").
- b. Upon the City's approval of the Design at 100% completion, a revised version of the Original Opinion of Probable Cost (the "Revised Opinion of Probable Cost") and a revised version of the Original Concept Plan (the "Revised Concept Plan") shall be prepared by the Developer and submitted by the Developer to the City for the City's approval. If the City does not provide the Developer with written approval of the Revised Opinion of Probable Cost and/or the Revised Concept Plan within 10 days after the Revised Opinion of Probable Cost and the Revised Concept Plan are submitted by the Developer to the City, the Revised Opinion of Probable Cost and the Revised Concept Plan shall be deemed approved. Once the Revised Opinion of Probable Cost and the Revised Concept Plan have been approved, or deemed approved, by the City, then: (i) the Revised Opinion of Probable Cost shall automatically replace the Original Opinion of Probable Cost attached hereto as Exhibit C and the Revised Opinion of Probable Cost shall be added to this Agreement as Exhibit C-1, and (ii) the Revised Concept Plan shall automatically replace the Original Concept Plan attached hereto as Exhibit D and the Revised Concept Plan shall be added to this Agreement as Exhibit D-1.
- c. The City's Director of Parks and Recreation or his designee may alter items listed in the Revised Opinion of Probable Cost and/or the Revised Concept Plan by mutual agreement with the Developer; provided, however, the Revised Opinion of Probable Cost and the Revised Concept Plan must be substantially similar to

the Original Opinion of Probable Cost and the Original Concept Plan, and the Linear Park Facilities must comply with the City's Park Master Plan.

- d. The City's Public Works Director, the City's Director of Engineering, the City's Parks and Recreation Director, or any designee of any of the aforementioned individuals (collectively, the "City Designees") may periodically enter onto the Linear Park Easement Area to conduct inspections and ensure the construction of the Linear Park Facilities is being conducted in accordance with the terms of this Agreement.

1.05. Acceptance of the Improvements

The City's final acceptance of the Linear Park Facilities and the Linear Park Easement Area must occur before the Final Plat is reviewed by the City's Planning & Zoning Commission. The Director of Parks and Recreation shall evidence the City's final acceptance of the Linear Park Facilities by delivering a formal written acceptance letter to the Developer. Prior to the City's final acceptance of the Linear Park Facilities, the Developer shall remove all construction debris and materials from the Linear Park Easement Area and otherwise satisfy the provisions of Article III below.

1.06. Warranty and Remedy of Defects

The Developer expressly warrants that the Linear Park Facilities shall be constructed in accordance with the Applicable Requirements. The Developer shall indemnify the City from all expenses and liability incurred in connection with any defective workmanship or materials used in the construction of the Linear Park Facilities. This warranty and indemnity shall extend for a period of one (1) year after the acceptance of the Linear Park Facilities by the Director of Parks and Recreation as described in Section 1.05 above. For a period of (1) year after the acceptance of the Linear Park Facilities by the Director of Parks and Recreation as described in Section 1.05 above, the Developer shall remedy and repair all defects in the Linear Park Facilities within thirty (30) days following receipt of written notice from the City that notifies the Developer of the existence and nature of any such defects. If any defect is of the type that will require additional time in which to remedy, the Developer shall notify the City in writing within said thirty (30) day period and specify the particular reasons why such repairs cannot be completed in said thirty (30) day period. If, in the City's reasonable opinion, such reasons for delay are justified, the City may grant the Developer additional time to remedy such defects; provided, however, the Developer must have commenced the work necessary to repair such defect within said thirty (30) day period and continue diligently to complete such repair work. If the City grants additional time to the Developer to remedy such defects beyond the initial thirty (30) day period, such extension shall be in writing and shall specify the period of time in which such defect must be repaired.

1.07. Failure of Developer to Remedy Defects

If the Developer fails to meet its obligations set forth in Section 1.06 above, the Developer shall be considered in default hereunder and the City, at its option, may: (a) contract with another party for the repair work; or (b) complete the repair work with its own crews. Additionally, the Developer shall be liable to the City for reimbursement of all actual out-of-pocket costs expended by the City as a direct result of completing the repair work.

1.08. Failure to Proceed to Final Plat

If the Final Plat has not been approved by the City before any building permits have been issued for the multifamily development project(s) to be developed within the Subdivision, and the multifamily development project(s) to be developed within the Subdivision reasonably appear to be abandoned by the Developer, the City may require the Developer to convey fee title in and to the Linear Park Easement Area to the City by warranty deed. If the Linear Park Facilities have not been constructed and accepted by the City in accordance with the terms of this Agreement, the City may withhold certificates of occupancy for any multifamily development project(s) to be developed within the Subdivision.

ARTICLE II. **INDEMNITY**

2.01. Indemnity

The Developer agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death) property damage or other harm or violations for which recovery of damages, fines or penalties is sought, suffered by any person or persons, that may arise out of or be occasioned by the Developer's breach of any of the terms or provisions of this Agreement, violations of applicable law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the Developer, its officers, agents, employees, invitees, contractors, subcontractors or sub-subcontractors and their respective officers, agents, or representatives. The indemnity provided for in this Section 2.01 shall not apply to any liability resulting from the sole negligence or willful misconduct of the City, and its officers, agents, employees or separate contractors. The City does not waive any governmental immunity or other defenses available to it under Texas or Federal Law. The provisions of this Section 2.01 are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Subject to the terms of this Agreement, the Developer at its own expense is expressly required to defend City against all such claims brought against the City, in

accordance with the Developer's indemnification obligations set forth in Section 2.01 above. The City reserves the right to provide a portion or all of its own defense, however, the City is under no obligation to do so. Any such action by the City is not to be construed as a waiver of the Developer's obligation to defend the City or as a waiver of the Developer's obligation to indemnify the City pursuant to this Agreement. The Developer shall retain defense counsel within seven (7) business days of the City's written notice that the City is invoking its right to indemnification under this Agreement. If the Developer fails to retain counsel within the required time period, the City shall have the right to retain defense counsel on its own behalf and the Developer shall be liable for all costs incurred by the City in doing so.

The Developer does hereby agree to waive all claims against, release, and hold the City and its respective officials, officers, agents, and employees harmless in both their public and private capacities, from any and all liability, claims, suits, demands, disputes, challenges, damages or attorney fees, including all expenses of litigation or settlement, arising out of an exaction claim pursuant to the obligations, duties or terms of this agreement, including but not limited to, any matters arising out of Section 212.904 of the Local Government Code or Section 1.12 of the City of Plano Subdivision Ordinance; except for any liability, claims, suits, demands, disputes, challenges or damages incurred in connection with, or otherwise arising pursuant to, the gross negligence or willful misconduct of the City and its respective officials, officers, agents, and employees.

2.02. Insurance

All contractors or subcontractors performing any portion of the work to construct or complete the Linear Park Facilities must meet the insurance requirements described in Exhibit E.

ARTICLE III. **ENVIRONMENTAL MATTERS**

3.01. Environmental Matters – Disclosure

The Developer agrees to disclose to the City, prior to the City's final inspection of the Linear Park Easement Area and the Linear Park Facilities provided for in Section 1.05 above, any and all information it may have regarding the presence of any hazardous materials on, in or under the Property. As used in this Agreement, "hazardous materials," means any "hazardous substance," "pollutant or contaminant," "petroleum" (or any fraction thereof), and natural gas liquids," as those terms are defined or used in Section 101 of the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and any other substances regulated or subject to guidance from governmental entities because of their actual or potential effect on public health and the environment, including without limitation: PCBs, lead paint, asbestos, formaldehyde,

radon and mold (in toxic quantities).

The Developer represents that it will comply with all environmental laws applicable to the Property and that, to the Developer's knowledge, as of the Effective Date there are no proceedings, actions, or claims relating to hazardous materials or conditions on the Property threatened by any governmental entity or third party (including, without limitation, any claims relating to the presence of, as well as the release or management of hazardous materials on the Property).

ARTICLE IV. **DEFAULT AND REMEDIES**

4.01. Events of Default

The following shall be considered as events of default hereunder, in each case to the extent not cured within thirty (30) business days following written notice thereof from the City, subject to any other notice and cure rights set forth in this Agreement:

- a. The Developer has failed to substantially complete construction of the Linear Park Facilities in accordance with this Agreement before approval of the Final Plat.
- b. The Developer has been declared insolvent by a non-appealable order of a court of competent jurisdiction.
- c. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive days;
- d. The filing of a voluntary or involuntary petition in bankruptcy by or against the Developer.
- e. The commencement of a foreclosure proceeding of a lien against the Property, or its conveyance in lieu of foreclosure.
- f. The Developer's failure to cure a defect in the Linear Park Facilities in accordance with the terms and conditions set forth in Section 1.06 of this Agreement.
- g. The failure of the contractor and any subcontractor who actually performs construction work on the Linear Park Facilities to maintain insurance as required by Section 2.02 of this Agreement.
- h. The failure of Developer to comply in any material respect with any other covenant or representation contained in this Agreement.

4.02. Specific Remedy

In the event the City files an action to enforce the terms of this Agreement, including without limitation, a court action or claim in bankruptcy court, the City will be entitled to reimbursement of its actual court costs and reasonable attorneys' fees.

4.03. Remedies Cumulative

The remedies of the City provided in this Agreement shall be construed to be cumulative and nonexclusive. The City shall also be entitled to exercise all other rights and remedies that are available at law and in equity.

ARTICLE V. **MISCELLANEOUS**

5.01. Entire Agreement

This Agreement contains the entire agreement between the City and the Developer, and cannot be varied except by written agreement executed by the parties hereto. This Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties, except as expressly set forth in Section 1.04.

5.02. Notices

Unless instructed otherwise in writing, the Developer agrees that all notices or communications to the City permitted or required under this Agreement shall be addressed to the City at the following address:

City of Plano, Texas
Attn: Renee Jordan, Chief Park Planner
P.O. Box 860358
Plano, TX 75086-0358

The City agrees that all notices or communications to the Developer permitted or required under this Agreement shall be addressed to the Developer at the following address:

The Outlook at Windhaven Forefront Living
Attn: Steven Ailey
12467 Merit Drive
Dallas, TX 75251

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

5.03. Nonwaiver

No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. No delay or omission in the exercise of any right or remedy accruing to the City upon a breach of this Agreement by the Developer will impair the City's right or remedy or be construed as a waiver for any such breach theretofore or thereafter occurring under this Agreement. The waiver by the City of any breach of any term, covenant or condition set forth herein shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

5.04. Recitals and Headings

Recitals contained at the beginning of this Agreement shall be construed as a part of this Agreement. However, headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

5.05. Successors and Assigns, Covenants with the Land, and Subordination by Lienholders

This Agreement shall be binding upon the successors and assigns of the Developer and the Linear Park Easement and the rights in and to the Linear Park Easement Area created by this Agreement shall be covenants running with the land and shall be binding upon all future owners of the fee title in and to the Linear Park Easement Area. This Agreement or a memorandum thereof, may be recorded in the Real Property Records of Collin County, Texas. The Developer must disclose the fee arrangement set forth in this Agreement to any successors and assigns of the Developer.

5.06. Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

5.07. Severability

In case any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.08. No Waiver of Governmental Immunity

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign or governmental immunity.

5.09. Developer's Authority

The Developer represents and warrants to the City that it has full power and authority to enter into and fulfill its obligations set forth in this Agreement.

5.10. Benefits Inure to the Parties

The benefits of this Agreement inure solely to the City and the Developer, but not to any third parties such as lot purchasers, subcontractors, laborers, and suppliers.

5.11 Effective Date

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below (the "Effective Date").

[Signature Pages Follow.]

CITY

CITY OF PLANO, TEXAS, a Home
Rule Municipal Corporation

By: _____
Name: MARK ISRAELSON
Title: City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022_, by **MARK ISRAELSON , CITY MANAGER** of the **City of Plano, Texas**, a Home Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public in and for the State of Texas

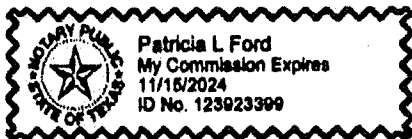
DEVELOPER

**THE OUTLOOK AT WINDHAVEN
FOREFRONT LIVING**, a Texas
nonprofit corporation

By: Timothy A. Mallad
Name: TIMOTHY A. MALLAD
Title: C.E.O.

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 11 day of May, 2022, by Timothy A. Mallad,
of **THE OUTLOOK AT WINDHAVEN FOREFRONT LIVING**,
a Texas nonprofit corporation.



Patricia L. Ford
Notary Public, State of Texas

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

BEING a tract of land situated in the Maria Cantalina Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas and being part of that tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2523, Page 172 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a "X" cut in concrete found in the north right-of-way line of Windhaven Parkway (a 110-foot wide right-of-way) and being the southeast corner of Lot 58, Block A, Common Open Space, Avignon Windhaven Phase 3, an addition to the City of Plano according to the plat recorded in Cabinet 2011, Page 372 of said Map Records of Collin County, Texas and in the approximate center of Creek Number 5B29;

THENCE departing said north right-of-way line and with the east line of said Lot 58 and said approximate center of Creek Number 5B29, the following courses and distances:

North 70°10'41" West, a distance of 85.66 feet to a point for corner;
North 29°10'30" West, a distance of 94.13 feet to a point for corner;
North 33°45'53" West, a distance of 241.49 feet to a point for corner;
North 65°58'14" West, a distance of 80.28 feet to a point for corner;
North 24°06'21" West, a distance of 153.63 feet to a point for corner;
South 87°04'40" West, a distance of 106.17 feet to a point for corner;
North 66°09'12" West, a distance of 68.85 feet to a point for corner;
North 24°22'06" East, a distance of 93.82 feet to a point for corner;
North 24°22'06" East, a distance of 41.83 feet to a point for corner;
North 12°36'56" East, a distance of 118.29 feet to a point for corner;
North 32°18'02" East, a distance of 73.41 feet to a point for corner;
North 18°29'03" West, a distance of 40.94 feet to a point for corner;
North 82°26'46" West, a distance of 60.18 feet to a point for corner;
South 69°58'30" West, a distance of 105.43 feet to a point for corner;
North 62°42'42" West, a distance of 43.19 feet to a point for corner;
North 84°35'35" West, a distance of 27.36 feet to a point for corner;
North 4°11'57" East, a distance of 34.37 feet to a point for corner;
North 45°38'57" East, a distance of 30.73 feet to a point for corner;
North 20°31'28" East, a distance of 160.27 feet to a point for corner;
North 24°51'19" West, a distance of 11.80 feet to a point for corner;

THENCE departing said east line of said Lot 58 and said approximate center of Creek Number 5B29, the following courses and distances: North 80°06'01" East, a distance of 584.19 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 5°13'41", a radius of 450.00 feet, a chord bearing and distance of South 26°59'05" East, 41.05 feet;

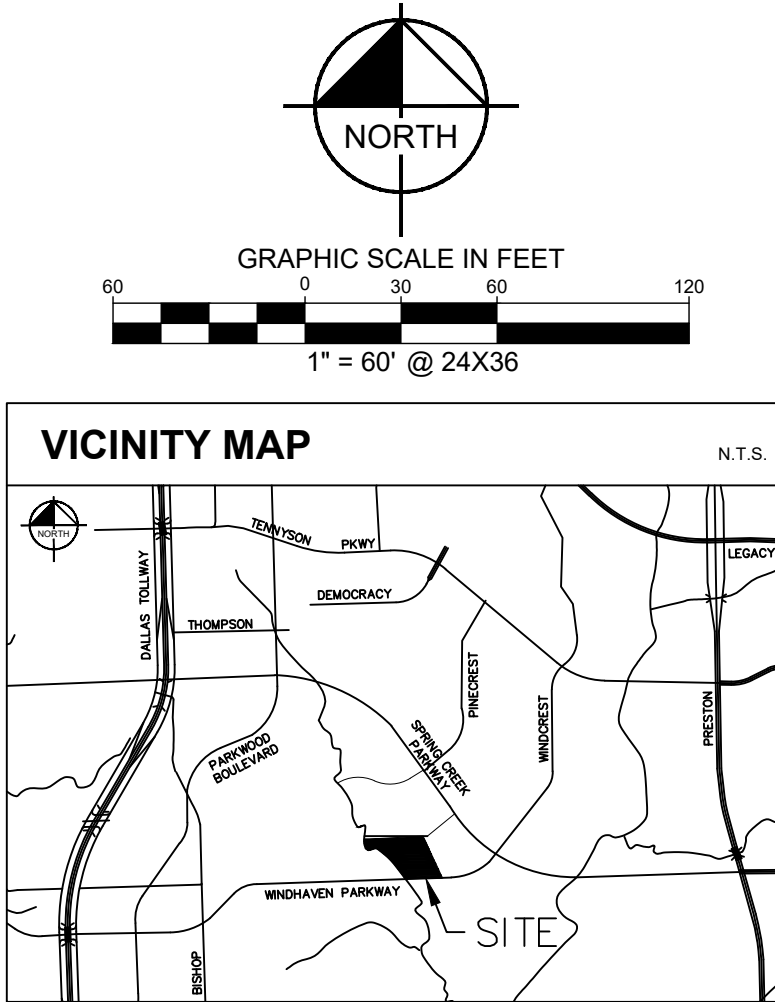
In a southeasterly direction, with said curve to the left, an arc distance of 41.06 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner; South 29°35'55" East, a distance of 1016.42 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 29°35'57", a radius of 450.00 feet, a chord bearing and distance of South 14°47'58" East, 229.89 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 232.47 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner; South 0°00'00" West, a distance of 8.46 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in said north right-of-way line of Windhaven Parkway from which a 1" iron rod found bears North 89°14'12" East, 350.09 feet;

THENCE with said north right-of-way line of Windhaven Parkway, South 89°14'12" West, a distance of 548.61 feet to the POINT OF BEGINNING and containing 18.2510 acres or 795,015 square feet of land. Now known as: Lot 1, Block A of Haggard Farm CCRC Addition, an Addition to the City of Plano, Collin County, Texas according to the Plat thereof recorded in Volume 2020, Page 852, cc#20201228010004930, in the Official Public Records, Collin County, Texas.

EXHIBIT B

LINEAR PARK EASEMENT AREA LEGAL DESCRIPTION



STATE OF TEXAS
COUNTY OF COLLIN
CITY OF PLANO

WHEREFORE FOREFRONT LIVING PLANO, is the owner of a tract of land situated in the Maria Cantalina Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas and being all of that tract of land described in Special Warranty Deed to **FOREFRONT LIVING PLANO**, recorded in Instrument No. 20201228002332470, Official Public Records of Collin County, Texas and being all of Lot 1, Block A, Haggard Farm CCRC added recording, according to the plat recorded in Instrument No. 20201228010004930, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a "X" cut in concrete found in the north right-of-way line of Windhaven Parkway (a 110-foot wide right-of-way) and being the southeast corner of Lot 58, Block A, Common Open Space, Avignon Windhaven Phase 3 (an addition to the City of Plano according to the plat recorded in Cabinet 2011, Page 372 of said Map Records of Collin County, Texas, the approximate center of Creek Number 5B29 and the southwest corner of said Forefront Living Plano tract;

THENCE departing said north right-of-way line and with the east line of said Lot 58 and said approximate center of Creek Number 5B29, the following courses and distances:

North 70°10'41" West, a distance of 85.66 feet to a point for corner;
North 29°10'30" West, a distance of 94.13 feet to a point for corner;
North 33°45'53" West, a distance of 241.49 feet to a point for corner;
North 65°58'14" West, a distance of 80.28 feet to a point for corner;
North 24°06'21" West, a distance of 153.63 feet to a point for corner;
South 87°04'40" West, a distance of 106.17 feet to a point for corner;
North 66°09'12" West, a distance of 68.85 feet to a point for corner;
North 24°22'06" East, a distance of 93.62 feet to a point for corner;
North 24°22'06" East, a distance of 41.83 feet to a point for corner;
North 12°36'56" East, a distance of 118.29 feet to a point for corner;
North 32°18'02" East, a distance of 73.41 feet to a point for corner;
North 18°29'03" West, a distance of 40.94 feet to a point for corner;
North 82°26'46" West, a distance of 60.18 feet to a point for corner;
South 69°58'30" West, a distance of 105.43 feet to a point for corner;
North 62°42'42" West, a distance of 43.19 feet to a point for corner;
North 84°35'35" West, a distance of 27.36 feet to a point for corner;
North 4°11'57" East, a distance of 34.37 feet to a point for corner;
North 45°38'57" East, a distance of 30.73 feet to a point for corner;
North 20°31'28" East, a distance of 160.27 feet to a point for corner;
North 24°51'19" West, a distance of 11.80 feet to a point for corner; being the northwest corner of said Forefront
Living Plano tract;

THENCE departing said east line of said Lot 58 and said approximate center of Creek Number 5B29, and with the south line of said Lot 1, North 80°06'01" East, a distance of 584.19 feet to a 3 1/4" aluminum disk in concrete stamped "SURVEY MARKER DO NOT DISTURB" set for the northeast corner of said Lot 1 and being at the beginning of a non-tangent curve to the left having a central angle of 5°13'41", a radius of 450.00 feet, chord bearing and distance of South 26°59'05" East, 41.05 feet;

THENCE with the east line of said Lot 1, the following courses and distances

A southeasterly direction, with said curve to the left, an arc distance of 41.06 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
 South 29°35'55" East, a distance of 1,016.42 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 29°35'55", a radius of 450.00 feet, a chord bearing and distance of South 14°47'58" East, 229.89 feet;
 A southeasterly direction, with said curve to the right, an arc distance of 232.47 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
 South 29°35'55" West, a distance of 1,016.42 feet to a 3/4" aluminum disc in concrete stamped "SURVEY MARKER DO NOT DISTURB" set for corner in said north right-of-way line of Windhavan Parkway; being the southeast corner of said Lot 1, from which a 1" iron rod found bears North 89°14'21" East, 336.78 feet;

THENCE with said north right-of-way line of Windhaven Parkway, South 89°14'12" West, a distance of 548.61 feet to the **POINT OF BEGINNING** and containing 18.2510 acres or 795,015 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

IRF = IRON ROD FOUND
IRSC = 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED
"KHA" SET
XF = "X" CUT IN CONCRETE FOUND
XS = "X" CUT IN CONCRETE SET
AB = 3/4" ALUMINUM DISK IN CONCRETE STAMPED
"SURVEY MARKER DO NOT DISTURB" SET
R.O.W. = RIGHT-OF-WAY
DOC. NO. = DOCUMENT NUMBER
SQ. FT. = SQUARE FEET
L.R.C.C.T. = LAND RECORDS OF COLLIN COUNTY, TEXAS
D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
O.R.C.C.T. = OFFICIAL RECORDS OF COLLIN COUNTY,
TEXAS
P.R.C.C.T. = PLAT RECORDS, COLLIN COUNTY, TEXAS

1. Line and Curve Tables on Sheet 3.
2. See Sheet 2 for Water Easement, Drainage Easement, and Drainage & Floodplain Easement.

3. Notice: Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

OWNER:
FOREFRONT LIVING PLANO
12467 MERIT DRIVE
DALLAS, TEXAS 75251
PHONE:214-413-1561
CONTACT:STEVE AILEY
sailey@forefrontliving.org

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, TWO GALLERIA OFFICE
TOWER, SUITE 700, DALLAS, TEXAS 75240
PHONE: 972-770-1300
CONTACT: ANDY DOBBS, R.P.L.S.
andy.dobbs@kimley-horn.com

ENGINEER:
KIMLEY-HORN AND ASSOC., INC.
13455 NOEL ROAD, TWO GALLERIA OFFICE
TOWER, SUITE 700, DALLAS, TEXAS 75240
PHONE: 972-770-1347
CONTACT: SARAH SCOTT, P.E.
sarah.scott@kimley-horn.com

PP2021-021

PRELIMINARY PLAT

HAGGARD FARM CCRC ADDITION

LOT 1 , BLOCK A

18.2510 ACRES

MARIA CANTALINA VELA SURVEY

ABSTRACT NO. 935

CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE OF PREPARATION:09/22/2021

Kimley»»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 60'	MGB/CM	JAD	APRIL 2022	064567600	1 OF 3

EXHIBIT C

OPINION OF PROBABLE COST

DESIGN APPROACH FOR PROPOSED TRAIL AMENITIES

1) **PRESERVE** NATURAL CORRIDOR

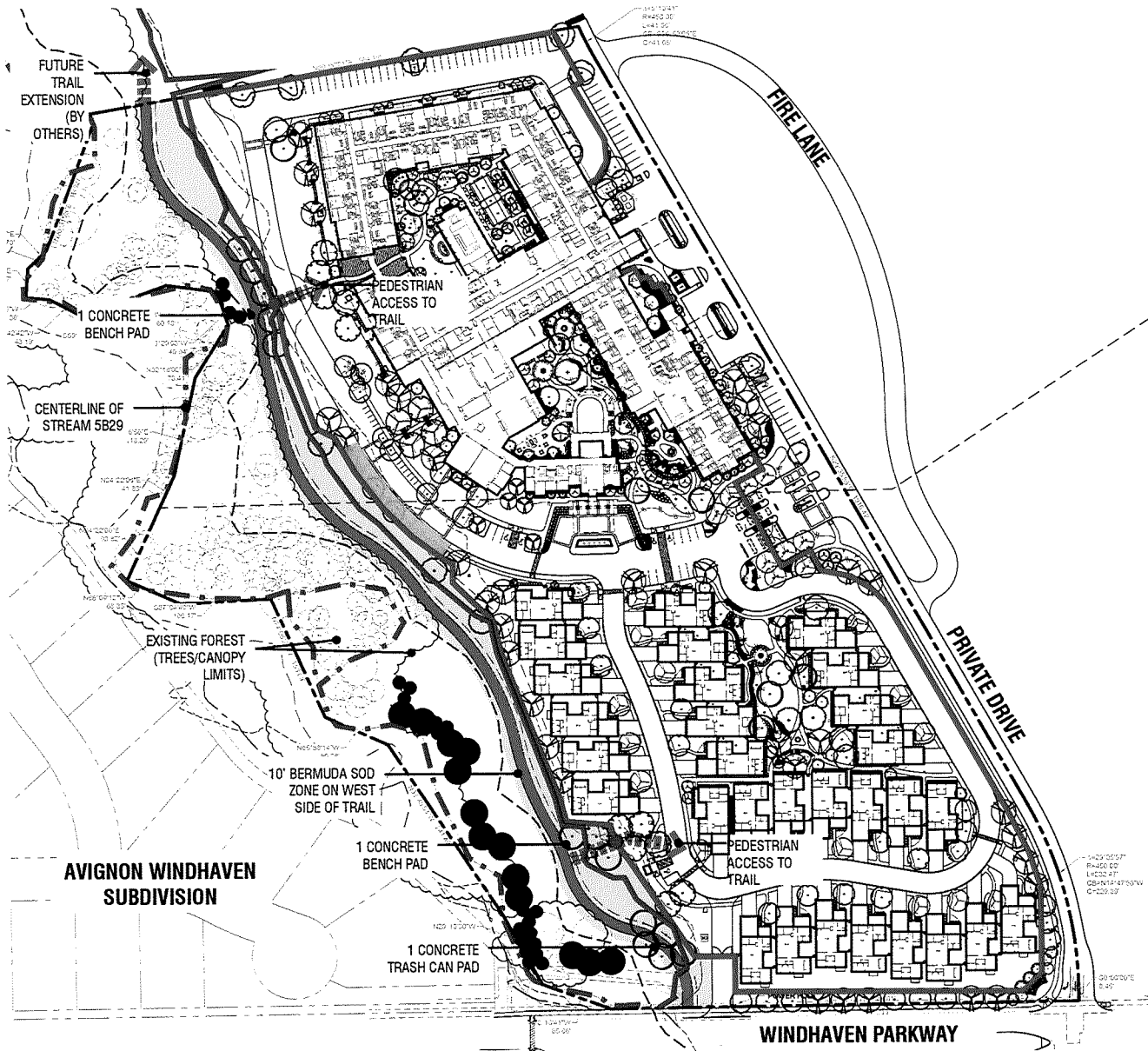
- KEEP IT NATURAL
- MINIMIZE MAN MADE ELEMENTS
- MAINTAIN CORRIDOR AS NATURAL MEADOW/ FOREST EDGE
 - 12' CONCRETE TRAIL : \$142,968.00
 - 1 (4'x4'x6") CONCRETE PARK TRASH CAN PAD (TRASH CAN SUPPLIED/INSTALLED BY CITY) : \$750.00
 - 2 (8'x5'x6") CONCRETE PARK BENCH PADS (BENCH SUPPLIED/INSTALLED BY CITY) : \$1,500.00

2) **ENHANCE** THE EDGE CONDITIONS (STREAM, FOREST, MEADOW)

- ADD TURF GRASS AREAS:
 - SOD ALONG TRAIL AS REQUIRED : \$26,640.00
 - NATIVE GRASS/ WILDFLOWER MEADOW AS REQUIRED : \$3,964.00
- AUTOMATED CITY STANDARD IRRIGATION SYSTEM FOR INITIAL ESTABLISHMENT AND FUTURE SUPPLEMENTAL IRRIGATION AS NEEDED :
 - TEMPORARY IRRIGATION (SOD) : \$20,898.00
 - TEMPORARY IRRIGATION (NATIVE SEED) : \$13,812.00

TOTAL AMENITIES : \$210,532.00

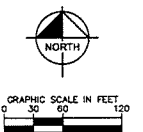
EXHIBIT D
CONCEPT PLAN



LEGEND	
	ACCESS PEDESTRIAN GATE WITH TRELLIS AND STONE COLUMNS
	EVERGREEN TREES/SHRUB SCREENING MIX AND PERMANENT IRRIGATION SYSTEM REQUIRED BY ZONING
	PERIMETER FENCE/WALL 6-8' HT/ MATERIALS VARY
	100 YEAR FULLY DEVELOPED FLOOD PLAIN
	EXISTING STREAM CENTERLINE
	PROPOSED 12' WIDE CONCRETE TRAIL
	BERMUDA SOD WITH TEMPORARY IRRIGATION SYSTEM (MOWED EVERY 2 WEEKS), 10' WIDE STRIP ALONG WEST SIDE OF TRAIL
	NATIVE WILDFLOWER MIX WITH TEMPORARY IRRIGATION FOR 3 MONTHS FOR ESTABLISHMENT (MOW 2 TIMES A YEAR)
	ELEVATED SEATING PROMENADE FOR RESIDENTS

DESIGN APPROACH FOR PROPOSED TRAIL AMENITIES	
1) PRESERVE NATURAL CORRIDOR	
-KEEP IT NATURAL	
-MINIMIZE MAN MADE ELEMENTS	
-MAINTAIN CORRIDOR AS NATURAL MEADOW/ FOREST EDGE	
-12' CONCRETE TRAIL	
-1 (4'x4'x6") CONCRETE PARK TRASH CAN PAD (TRASH CAN SUPPLIED/INSTALLED BY CITY)	
-2 (8'x5'x6") CONCRETE PARK BENCH PADS (BENCH SUPPLIED/INSTALLED BY CITY)	
2) ENHANCE THE EDGE CONDITIONS (STREAM, FOREST, MEADOW)	
-ADD TURF GRASS AREAS:	
-SOD ALONG TRAIL AS REQUIRED	
-NATIVE GRASS/ WILDFLOWER MEADOW AS REQUIRED	
-AUTOMATED CITY STANDARD IRRIGATION SYSTEM FOR INITIAL ESTABLISHMENT AND FUTURE SUPPLEMENTAL IRRIGATION AS NEEDED:	
-TEMPORARY IRRIGATION (SOD)	
-TEMPORARY IRRIGATION (NATIVE SEED)	

THE OUTLOOK AT WINDHAVEN | PLANO, TEXAS
MARCH 2022



Kimley»Horn

EXHIBIT E
INSURANCE REQUIREMENTS

Coverage	Requirement	Details	Importance
Auto	Limit per Accident or Combined Single Limit	1,000,000	Major
	Coverage to include "Owned, Non-Owned, and Hired" automobiles.		Major
	Additional Insured - CA 2048		Major
	Additional Insured		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major
	30 Day NOC		Major
	AM Best Rating	A- (Excellent)	Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.	Major	
General Liability	Limit per Occurrence	1,000,000	Major
	Aggregate Limit	2,000,000	Major
	Personal & Advertising Injury Limit	1,000,000	Major
	Products & Completed Operations Limit	2,000,000	Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.	Major	
Umbrella	Limit per Occurrence	1,000,000	Major
	Additional Insured		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.	Major	
Workers Compensation	Employers Liability Limit	1,000,000	Major

Coverage	Requirement	Details	Importance
	Limit Meets WC Statutory Minimum		Major
	Self-Insured Retention Declared & Approved		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	Applicable endorsements attached for waiver of subrogation and primary and non-contributory.		Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major